

Contract no. 1625

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RUTGERS UNIVERSITY

A G R E E M E N T

between

T O W N S H I P O F B L A I R S T O W N

and

**COUNCIL 73 OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

January 1, 1992 through December 31, 1994

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PREAMBLE

This Agreement made this day of March, 1992, by and between the Township of Blairstown (hereinafter referred to as the "Employer") and Council 73 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union") on behalf of all Township Employees whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey of 1968 and Amendments thereto.

ARTICLE 1
RECOGNITION

A. The Employer hereby recognizes the Union as the sole and exclusive representative of all full-time permanent employees under this Agreement for the purpose of collective negotiations pursuant to the New Jersey Employer-Employee Relations Act, as amended, concerning salary, hours and other terms and conditions of employment in the negotiating unit described as follows:

1. Inclusions

- a) Police Department: Dispatcher/Clerk; Senior Dispatchers; Junior Dispatchers.
- b) Department of Public Works: Custodian; Driver/Laborers.

2. Exclusions

All supervisors, managerial executives, confidential employees, craft employees, professional employees, police employees and fire employees within the meaning of the aforesaid Act, and all other employees employed by the Employer.

B. This Article 1 shall not preclude the addition of new titles which shall be negotiated only as to negotiating unit placement and salary at the time the new titles are established.

ARTICLE 2

NON-DISCRIMINATION

The Employer and the Union duly understand and agree that there shall be no discrimination against any employees because of age, sex, marital status, race, color, religion, national origin, political affiliation, union membership or non-membership.

ARTICLE 3
UNION STEWARDS

The Union has the sole right to designate two union stewards (one from the police dispatchers and one from the Dept. of Public Works) and to specify their respective responsibilities and authority to act for the Union. The Union agrees to furnish the Employer with complete written lists of Union representatives, including shop stewards and their respective grievance jurisdictions. The Union further agrees to inform the Employer of any changes and to keep such lists current and correct at all times.

ARTICLE 4

VISITATION OF PREMISES

An authorized representative of the Union shall have the right to enter upon the non-restricted areas of the Employer's premises during non-working hours only after notice to the appropriate Employer representative as designated by the Employer for the purpose of conducting the normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with the work being performed or with proper service to the public.

ARTICLE 5
HOURS OF WORK

It is understood and agreed by the parties hereto that the normal hours of work in existence at the time of this Agreement for all departments unless changed by mutual consent shall remain in full force and effect for the duration of this Agreement. Either party reserves the right to request a change in normal working hours, but no change shall be made unless mutually agreed to. The foregoing provisions shall not apply in emergency situations or in those circumstances where changes of hours have been held to be management prerogatives.

ARTICLE 6

SENIORITY

An employee's seniority shall date from his date of hire, the day on which he is first employed. Seniority shall continue until an employee resigns, is discharged for cause, or retires. Seniority shall not accrue during any period of unpaid leave of absence.

ARTICLE 7

ACCESS TO PERSONNEL FOLDERS

Upon prior written request to the Township Clerk, each employee shall, if he so requests, be given an opportunity to review any material in his personnel folder. The foregoing provision is in addition to the language set forth in Section 4.3 of the Revised Personnel Policy of the Township of Blairstown, adopted November 1, 1987 and effective January 1, 1988.

ARTICLE 8

RULES AND REGULATIONS

The parties agree that the Employer has the right to make reasonable rules and regulations. Proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established and the Union agrees to negotiate the same in good faith. The negotiations process envisioned by this Article includes the Employer first giving the Union sufficient notice of its proposals and the Union then making timely demand to negotiate. In the event the Employer and the Union disagree and are at impasse concerning the proposed new rule or regulation governing working conditions, the parties agree that the Employer may unilaterally implement the rules and regulations change provided the impasse procedure of mediation through the Public Employment Relations Commission has first been exhausted. All rules and regulations promulgated by the Employer for the proper and efficient operation of the Public Service shall be duly and conspicuously posted.

ARTICLE 9
UNION TIME OFF

Employees who are duly authorized representatives of the Union shall be entitled to utilize their paid vacation time or paid personal days for a negotiating unit aggregate period not to exceed five (5) days during any calendar year for the purpose of traveling to and from and attending any state or national convention of the Union, or educational conferences or seminars conducted by the Union. No more than one (1) person at a time shall be absent from work for this reason.

ARTICLE 10

PAYROLL DEDUCTION OF UNION DUES

The Employer agrees to deduct from the salaries of negotiating unit members dues to the Union, as said organization is the duly certified majority representative for employees in titles included in the negotiating unit pursuant to Article 1, Recognition. Deductions shall be made when authorized in writing to do so by each employee. Deductions shall be made in compliance with the law each pay period, and monies collected, together with a listing of the employees, shall be transmitted to Council 73, 3635 Quakerbridge Road, Trenton, New Jersey by the fifteenth (15th) day of each month following collection. The amount of monthly membership dues will be certified by the Director of Council #73 AFSCME in writing to the Employer, and the amount so certified will be uniform for all members of the Union. An employee may withdrawal authorization for dues deductions by the filing of notice of such withdrawal with the Employer. During the first half of 1991, the filing of notice of withdrawal shall be effective to halt deductions as of July 1, 1991.

ARTICLE 10, PAYROLL DEDUCTION OF UNION DUES (Continued)

Thereafter the filing of such notice shall be effective as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. The Union shall notify the Employer of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

ARTICLE 11

MANAGEMENT RIGHTS

A. The Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

1. To direct employees of the Employer.
2. To hire, promote, transfer, assign, and retain employees in positions with the Employer, and to suspend, demote, discharge, or take other disciplinary action against employees.
3. To relieve employees from duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the Employer's operations.
5. To determine the methods, means, and personnel by which such operations are to be conducted.
6. To interview any employee with respect to any phase of his work without a Union representative being present.
7. To establish reasonable work rules.
8. To take whatever action may be necessary to carry out the operation of the Employer in emergency situations.

ARTICLE 11, MANAGEMENT RIGHTS (Continued)

B. In the exercise of the foregoing rights, which by no means are exhaustive but rather are illustrative of the Employer's extensive managerial prerogatives, the adoption by the Employer of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws and judicial decisions of the State of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under Title 40A or other national, state, county or local laws, ordinances, or policies.

D. The Employer's exercise of its management rights, pursuant to this Article or otherwise, shall not be subject to submission to the grievance procedure established in this Agreement.

ARTICLE 12

PERSONNEL POLICY

A. The following provisions of the Revised Personnel Policy of the Township of Blairstown, adopted November 1, 1987 and effective January 1, 1988, shall continue in full force and effect during the term of this Agreement, and are hereby incorporated by reference as if fully set forth herein:

Article 2 - Code of Ethics

Article 3 - Political Activity

Section 4.2 - Safety and Reporting Accidents

Section 4.6 - Group Insurance Program (See Attached Addendum)

Section 4.7 - Retirement System

Section 5.2 - Medical Examination

Section 5.6(A) - Probationary Period

Section 6.2 - Salaries for New Employees

Section 6.3 - Salary Increments

Section 6.4 - Pay Periods

Section 6.5 - Hourly Rates

Section 6.6 - Hours Worked

Section 6.7(F) - Overtime

Section 6.8 - Deduction for Absence Without Pay

Section 6.9 - Demotion for Cause

Section 6.14 - Holiday Pay

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ARTICLE 12, PERSONNEL POLICY (Continued)

Section 7.2 (A), (B) and (C) - Holidays

Section 7.3 - Position Management Policy

Article 8 - Separation From Employment

Section 11.3 - Death Benefits

Section 11.4 (A) and (C) - Sick Leave General

Section 11.5 (A) (3), (5)*, (6), (7), (8) and (9) - Accrual of
Leave *(See Attached Addendum)

B. The parties hereby agree that the following provisions of the
aforesaid Revised Personnel Policy relate to non-negotiable and
non-grievance managerial prerogatives:

Section 1.1 - Declaration of Policy

Section 4.1 - Organized Employee Groups

Section 5.1 - General (Recruitment and Employment)

Section 5.3 - Temporary Appointment

Section 5.4 - Seasonal Appointment

Section 5.5 - Appointment of School Traffic Guards

Section 5.6 (B) - Probationary Period

Section 6.1 - Salary Authorization

Section 6.7 (B), (C), (D), (G) and (H) - Overtime

Section 6.10 - Reduction in the Work Force

Section 6.11 - Special Re-employment

Section 6.12 - Re-employment

Section 6.13 - Transfer

ARTICLE 12, PERSONNEL POLICY (Continued)

Section 7.2 (D) - Holidays

Section 11.4 (B) and (D) - Sick Leave General

Section 11.5 (A)(2) - Accrual of Leave

Section 11.6 - Medical Certificate Required

Section 12.1 - Use of Personal Vehicle

Section 12.2 - Special Compensation

Section 12.3 - Conferences and Seminars

Section 13.1 - Acknowledged Receipt

**ADDENDUM TO THE TOWNSHIP OF
BLAIRSTOWN PERSONNEL MANUAL**

Section 11.5 (A) (3) (a) entitled "Accrual of Leave"
shall read in its entirety:

**"Three (3) personal days per year, which may not be
carried forward from year to year".**

ARTICLE 12, PERSONNEL POLICY (Continued)

*Section 11.5 (A) (5) shall be amended and read as follows: No employee may take benefit of this provision more than two (2) times in a calendar year.

ARTICLE 13

TRAVEL EXPENSES

Employees authorized to travel to or attend conventions, seminars or training courses on behalf of the Employer will be reimbursed for legitimate expenses provided it is supported by a detailed claim and as appropriate, supporting receipts, and provided the employee applies for and is granted approval to incur the expense prior to attending any convention, seminar, or training course on behalf of the Employer. Failure to obtain prior approval shall result in denial of the reimbursement of the expenses incurred.

ARTICLE 14
TUITION EXPENSES

A. Subject to budget limitations, the Employer may advance up to 75% of the tuition costs incurred by employees who enroll in accredited college level "job related" courses, after having first been approved by the Employer in the exercise of the Employer's non-grievable discretion.

B. The Employer's contribution shall not exceed 75% of the net tuition costs to the employee, less any scholarship or other financial aid available to the employee.

C. Notwithstanding conditions set forth in the foregoing paragraphs, consideration shall be given to full reimbursement, on a case by case basis, for State or Federally mandated "job related" educational courses.

D. The advances so made, as set forth in the preceding paragraphs, unless waived by the Employer in the exercise of the Employer's non-grievable discretion, shall be repaid by employees in the event they do not complete the course with a passing grade of at least "C" or numerical grade of 70. Proof of grade attained shall be presented to the Township Clerk when request for reimbursement, if any, is made.

E. The Employer encourages all employees to take the opportunity to increase their on-job skills, knowledge and abilities.

ARTICLE 15

OVERTIME

A. Employees shall be paid at the overtime rate of one and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of their normal work day or normal work week.

B. For employees of the Department of Public Works, the rate of one and one-half (1 1/2) times their regular rate of pay shall be paid for all hours worked on paid holidays, in addition to holiday pay for the day.

C. For employees of the Police Department, those employees who work rotating shifts shall continue the existing practice described as follows: If a holiday falls on a day scheduled to be off, the employee schedules an alternate day off subject to the approval of the Chief of Police or his designee. For all employees of the Police Department, if an employee is required to work on a recognized holiday, the employee will be permitted to schedule an alternate day off during the ^{one hundred} day period commencing sixty ^{& twenty (120)} (60) days prior to the actual holiday and ending sixty (60) days after the actual holiday, the specific date requiring the approval of the Chief of Police or his designee.

**ADDENDUM TO ARTICLE XV ENTITLED "OVERTIME"
OF THE COLLECTIVE BARGAINING AGREEMENT**

by and between

TOWNSHIP OF BLAIRSTOWN

and

**COUNCIL 73 OF THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

Article XV, Subsection D shall read in its entirety:

"Police Dispatchers will be compensated at the rate of time and one-half (1 1/2) if and only if they are so employed and on active duty when other municipal employees are participating at annual Christmas/Chanukah celebrations".

ARTICLE 16

GRIEVANCE PROCEDURE

A. The provisions of Article 9, Grievance Procedures, of the Revised Personnel Policy of the Township of Blairstown, adopted November 1, 1987 and effective January 1, 1988, shall continue in full force and effect except as expressly modified by the provisions of this Article 16.

B. A grievance must be filed within five (5) calendar days after either the event being grieved or after the date when the employee should have reasonably known of the event being grieved.

C. Excluded from the Grievance Procedure are grievances arising out of statutes or regulations, and grievances regarding matters which the Union raised or could have raised during the negotiations that led to this Agreement.

D. An employee with a grievance shall have a choice of Union representation or no Union representation at any stage of the Grievance Procedure.

E. With regard to Section 9.3(A) of the aforesaid Revised Personnel Policy, in order for a grievance to be timely and effective it must be stated as completely and as clearly as possible.